TOWN OF PARKER COUNCIL AGENDA
August 17, 2020

Notes:
Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

Town Administrator Emergency Order No. 2-2020: All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

Town Administrator Emergency Order No. 4-2020: Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website www.ParkerOnline.org/VirtualTownCouncilMeetings.

Town Administrator Emergency Order No. 8-2020: Public comment for items that are not on the agenda may be made electronically at http://parkeronline.org/CouncilPublicComment. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. SPECIAL PRESENTATIONS

3. PUBLIC COMMENTS (No action will be taken on these items *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. PRESENTATION OF CAFR BY CLIFTONLARSONALLENLLP

6. CONSENT AGENDA

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. APPROVAL OF MINUTES

B. ORDINANCE NO. 1.289.6 - First Reading
A Bill for an Ordinance to Approve the Second Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services

Department: Town Attorney, Jim Maloney
Second Reading: September 8, 2020

C. ORDINANCE NO 9.74.2 - First Reading
A Bill for an Ordinance to Approve the Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multijurisdictional Housing Authority By and Among the City of Lone Tree, the Town of Castle Rock, The Town of Parker, the City of Castle Pines and Douglas County

Department: Community Development, Bryce Matthews
Second Reading: September 8, 2020

D. RESOLUTION NO. 20-040
A Resolution Approving the Form of Intergovernmental Agreement Regarding Funding and Reimbursement of Public Improvement Costs Among Compark Business Campus Metropolitan District, Belford North Metropolitan District and Belford South Metropolitan District

Department: Town Attorney, Kristin Hoffmann

E. RESOLUTION NO. 20-041
A Resolution Assigning and Transferring to Douglas County Housing Partnership all of the Town of Parker's 2020 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: Community Development, Bryce Matthews

F. RESOLUTION NO. 20-042
A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Bowey Property for Second Reading on October 5, 2020

Department: Community Development, BrieAnna Simon

7. PUBLIC HEARINGS

A. First Amendment to Tax and Fee Assistance Program Agreement for Takoda Tavern, L.L.C.

Department: Economic Development, Matt Carlson

B. First Amendment to Tax and Fee Assistance Program Agreement for Mainstreet Pier LLC

Department: Economic Development, Matt Carlson

C. Second Amendment to Tax and Fee Assistance Program Agreement for Parker Keystone

Department: Economic Development, Matt Carlson

8. ORDINANCES

ORDINANCE NO. 5.06.42.1- Second Reading
A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Motorized Vehicles and Recreational Vehicles

Department: Town Attorney, Kristin Hoffmann
Town Attorney, Jamie Wynn

9. ADJOURNMENT

*The P3 meeting will be held immediately following the Town Council meeting.

Parker Town Council

Executive Session Agenda

August 17, 2020

"To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)."

1. Section X of the service plans for Belford South Metropolitan District and Belford North Metropolitan District regarding the Intergovernmental Agreement Regarding Funding and Reimbursement of Public Improvement Costs among Compark Campus Metropolitan District, Belford South Metropolitan District and Belford North Metropolitan District

"To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)."

2. C.R.S. § 31-12-106(1) - enclave annexation-Bowey Property-Pine Lane/Crown Crest Blvd.

3. C.R.S. § 31-12-106(1) – voluntary annexation – American Furniture Warehouse

4. Sections 13.06.050 (off-street parking), 13.02.010 (accessory use), and Chapter 6.01 (noise regulations) of the Parker Municipal Code concerning the pending application for the Wild Goose Saloon

TOWN OF PARKER COUNCIL
MINUTES
AUGUST 3, 2020

Mayor Mike Waid called the meeting to order at 5:48 PM. All Councilmembers were present with Renee Williams participating by phone.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items under C.R.S. § 24-6-402(4)(e), the first was the Proposed Tax and Fee Assistance Agreements for Wild Goose on Pikes Peak Avenue, the second items was the Proposed Tax and Fee Assistance Agreements for The Big Toolbox on Cockrell Drive, the third was a letter of intent to purchase the East Main property as a part of the My Mainstreet project and the fourth was My Mainstreet proposed purchase of PACE Lot 2.

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into Executive Session at 5:48 PM to hold a conference with the Town's attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

Joshua Rivero reminded Council that in an effort to protect the Town from any conflict of interest, perceived or otherwise, he had recused himself from any discussion on Havana Bakery.

The motion was approved unanimously.

Joshua Rivero moved and John Diak seconded to come out of the Executive Session at 6:57 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:03 P.M. All members were present with Councilmember Williams participating virtually.

Mayor Waid led the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

Kara Massa provided a monthly update.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Vice Chair Ann Barrington provided a monthly update.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers each presented updates on the meetings they attended since the last Council meeting

CONSENT AGENDA

A. APPROVAL OF MINUTES - July 20, 2020

B. ORDINANCE NO. 5.06.42.1- First Reading
A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Motorized Vehicles and Recreational Vehicles

Department: Town Attorney, Kristin Hoffmann
Town Attorney, Jamie Wynn

Second Reading: August 17, 2020

C. RESOLUTION NO. 20-039
A Resolution Authorizing the Use of Golf Cars and Off-Highway Vehicles on Certain Public Property Within the Town of Parker

Department: Town Attorney, Kristin Hoffmann
Town Attorney, Jamie, Wynn

D. RESOLUTION NO. 20-003
A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas for a Part of Compark Boulevard at Upland Drive

Department: Engineering/Public Works, Danny Smith

E. RESOLUTION NO. 20-034
A Resolution Accepting the Conveyance of Real Property from JEN Partners, LLC, (Slope Easement) for a Parcel of Land Being Tracts F and G, Looking Glass Filing No. 1

Department: Engineering/Public Works, Tyler Sandt

F. RESOLUTION NO. 20-035
A Resolution Accepting the Conveyance of a Drainage Easement from Portercare Adventist Health System for Three Parcels of Land in Lot 1, Crown Point F. #1, Amendment 28

Department: Engineering/Public Works, Tyler Sandt

G. RESOLUTION NO. 20-036
A Resolution to Approve the Amended and Restated Employment Agreement for the Town Administrator

Department: Town Council

H. RESOLUTION NO. 20-037
A Resolution to Approve the Fourteenth Amendment to Employment Agreement for the Town Attorney
Department: Town Council

I. RESOLUTION NO. 20-038
A Resolution to Adopt a Town Council Policy Statement 1-12 Concerning the Council Liaison Policy
Department: Town Administrator, Dannette Robberson

J. PROCLAMATION - Constitution Week - September 17-23, 2020
Department: Town Council

K. CONTRACTS OVER $100,000

1. Parker Road Sidewalk (Twenty Mile to Hess) - Final Design Services
Amount: $115,608
Contractor: Stanley Consultants, Inc.
Department: Engineering and Public Works, Tom Gill

Joshua Rivero moved to approve Consent Agenda items 6A - 6L. (6L is actually 6K(1))

Debbie Lewis seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to clarify the approval of the Consent Agenda Items to be Items 6A - 6K(1).

Debbie Lewis seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

A. OLDE TOWN AT PARKER - Rezone, Sketch and Preliminary Plans (Continued from 7/20/20)

Applicant:	**Pacific North Enterprises, LLC**
Location:	**Generally located on the south side of Mainstreet between Jordan Road and Motsenbocker Road**
Department:	**Community Development, Carolyn Parkinson**
TRAKiT No.:	**Z19-014, SUB19-014/SUB19-015**

7:18 P.M.
This property is an undeveloped 12.2 acre tract. The current property owner, Senderos Creek Condos, L.L.C., is proposing to amend the Olde Town at Parker Planned Development (PD)

Guide and Plan to incorporate the tract into the PD. It will be zoned for residential use and is proposed to be developed with for-sale townhomes and condominiums.

The proposal would add 12.2 acres to the Olde Town at Parker PD that went bankrupt during the Great Recession of 2007-2008 and is now being developed under the name Senderos Creek. This action will complete the residential portion of Olde Town, address the Moomaw enclave that was annexed several years ago and provide an attainable for-sale housing option. It will also fulfill the original vision of Olde Town/Senderos Creek as a mixed-use neighborhood with a range of housing options, commercial space and a centrally located park with pool.

Applicant
Bill Mahar, Norris Design, described the project and gave a brief summary of their plans. Brian Byler, Pacific North Enterprises, addressed the finances of the project as it relates to the metropolitan district.

Joshua Rivero moved to take a three (3) minute recess.

Debbie Lewis seconded the motion.

The motion passed by unanimous voice vote.

The meeting was reconvened at 8:27 P.M.

Public Comments:

The following individuals spoke against the project:
Becky Bofenkamp - 17320 Paoli Way
Missy Yarbrough - 17195 E. Springfield Ct.
Sara Lubchenco - 17474 E. Neu Town Pkwy.
Brandi Wilks - 17402 E Neu Town Pkwy.
Dusty Tallant - 17197 E. Springfield Ct.
Ken Roberts 17310 Paoli Way
Crystal Jacob - 11025 Haxtun Ct.
Chase Hackett - 17124 E. Cedar Gulch Dr.
B. Cullom - 12011 Haxtun Ct.
Jennifer Lindquist - 17258 E. Neu Town Pkwy.
Vivek Singh - 11400 Brush Creek St.
Caley Tolver - 17201 Springfield Ct.
Corey Wilks - 17402 E Neu Town Pkwy.
Kayla Wilce 17182 E. Cedar Brook Dr.
Tammy Henkels - 13784 E. Neu Town Pkwy.
Derek Burns - 11283 S. Neu Town Cir.
Sarah Hart 17303 S. Paoli Way
Revanth Chandupatla,17334 E. Iron Ore Ave.
Kyla Hamilton - 17351 E. Iron Ore
Santiago Diaz - 17006 E. Cedar Gulch Dr.

Rolando Umana - 17159 E. Cedar Gulch Dr.
Chris Benes - 17215 Springfield Ct.
Chandu Mundo - 11385 Brush Creek St .
Laura Hefta - 18236 Shadberry
Ravi Vantaka - 11424 Springfield Ct.
Sandeep Parepally - 11431 Iron Ore Ct.
Arun Uppala - 17193 E. Springfield Ct
Harish Viswanathan - 17339 Iron Ore Ct.
Jessica Safer - 11209 Jordan Ct.
Will Vinson - 17306 Paoli Way

The following individual spoke in favor of the project:
Mike Heimerle, 11364 Trailmaster Cir., and the Treasurer of the Neu Town Metropolitan District, explained the refinancing of bonds and advised that the pool will open in two (2) weeks.

Public Comments were closed at 9:53 P.M.

Jeff Toborg moved to allow the meeting to go past 10:00 P.M.

Joshua Rivero seconded the motion.

The motion was approved 4-2. (Diak and Lewis voted no.)

The Mayor called for an Executive Session to received specific legal advice from the Town attorney regarding the approval or denial conditions contained in the Town Code.

Town Attorney Maloney stated for the record that a conference with the Town Attorney can be held to receive legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b) and the specific basis for going into an executive session is to receive legal advice concerning the approval considerations for the requested rezoning under section 13-04-240 (b) (7) f. of the Town Code.

Joshua Rivero moved to go into Executive Session at 9:55 P.M .

John Diak seconded the motion.

The motion was approved 5 - 1. (Toborg voted no.)

Debbie Lewis moved and Joshua Rivero seconded to come out of Executive Session at 10:05 P.M.

The motion was approved unanimously.

Mayor Waid reconvened the meeting at 10:08 P.M.

Council discussion followed.

John Diak advised that he had issues with the building height of the condos. PA10 is 40 feet and PA9 is 45 feet which are too tall.

Debbie Lewis had no comments.

Renee Williams had no comments.

Jeff Toborg asked what the marketing and sales plan was for the condos. Bill Mahar stated they will be owner-occupied condos and Brian Byler added that the condos are for sale in the $400,000 range. They have moved the buildings closer to the commercial as requested and the buildings will need to be 45 feet in height.

Cheryl Poage had issues with the change in overall density. Bryce Matthews advised that currently the existing development is approved for 493 units. This proposal will add 12.2 acres and 156 units. These additional products are divided into two planning areas; one is PA9, which are the condos and have a density of 17.22 DU per acre; the other is PA10 which has a density of 8.15 DU per acre. The portion of existing Olde Town that has the highest density is PA2, which is currently 15 DU per acre. Planning Area PA9 is the condos that are proposed to be added to the 12.2 acres, and has a density of 17. 22.

Joshua Rivero asked if the Moomaw Property stood alone, what would the density be on the property. Bryce Matthews responded that it is 17.22 DU per acre for the northerly portion and 8.15 DU per acre for the southerly portion. The maximum density in this area is recommended at 3.5 DU per acre for the medium residential property. This is a neighborhood center which allows for increased density when developed as part of mixed-use development and does not provide a cap on what that higher density can be. It does provide guidance for layout as a transition from commercial to residential, single family residential, and connectivity in terms for creating pedestrian and bicycle connectivity.

1. ORDINANCE NO. 3.162.3 – Second Reading
A Bill for an Ordinance to Amend the Olde Town at Parker Planned Development Guide and Plan, and to Amend the Zoning Ordinance and Map to Conform Therewith

John Diak moved to deny Ordinance No. 3.162.3 on second reading.

Jeff Toborg seconded the motion.

Attorney Maloney added a point of clarification. Under the Code if you are going to move to deny, you must provide the reasons for the denial.

John Diak added the reasons for the denial are the height differences as well as the density changes in the Planning Areas as identified in our narrative wrap-up as provided by Bryce Matthews.

The Mayor clarified the vote for Council by stating the vote in the affirmative is a vote to deny.

Attorney Maloney added another clarification and stated Council did give reasons for denial. He asked if Councilmember Diak could identify the specific criteria that he would apply, such as consisting with the Master Plan.

John Diak added that all of this is the result of the Master Plan and not being consistent with the Plan.

Joshua Rivero added that it would be criteria No. 2 identified in the staff report.

Attorney Maloney asked John Diak if he would like to include those additional reasons into the motion.

John Diak asked Jeff Toborg if he would be okay with the additions. Jeff Toborg indicated he was in favor.

Mayor Pro Tem asked if we needed to state the criteria word-for-word?

Attorney Maloney read the criteria into the record:

Criteria No. 2 -- we are looking at Section 13.04.240(b)(7)f.2. "The particular parcel of ground is the correct site for the proposed development." These are two issues that were identified by Council, one is the increase in height and the other is the density issue.

Joshua Rivero seconded the motion.

The motion to deny was approved unanimously.

2. Filing 2 - Sketch and Preliminary Plans

Joshua Rivero moved to deny Filing 2 - Sketch and Preliminary Plan because there was no zoning to support the plat.

The Mayor again stated that a vote in the affirmative is a vote to deny.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 9.320 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and the Town of Larkspur Concerning Local Governmental Distribution Under the CARES Act

Department: Town Attorney, Jim Maloney

The purpose of this intergovernmental agreement (the "IGA") is to allocate up to $2,876,671 to the Town of Parker, for expenses that are eligible under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

On March 27, 2020, Congress adopted the CARES Act, which established a $150-billion Coronavirus Relief Fund, a portion of which was allocated to the state of Colorado. The Governor issued an executive order allocating $270 million for local governments that did not receive a direct distribution of funds under the CARES Act, including Douglas County, Parker, Lone Tree, Castle Pines, Castle Rock and Larkspur (the "Parties"). The purpose of the IGA is to establish the structure for reimbursement of the eligible expenses incurred by the Parties in compliance with the CARES Act (and described in Exhibit A to the IGA) and summarized as follows:

"a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and
c. were incurred during the period that begins March 1, 2020, and ends on December 30, 2020 (collectively, "Eligible Expenses")."

Under the IGA, Parker is allocated up to $2,876,671.

Public Comment - None.

Joshua Rivero moved to approve Ordinance No. 9.320 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

The meeting was adjourned at 10:28 P.M.

____________________________ ____________________________

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	Jim Maloney, Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 1.289.6 - First Reading** **A Bill for an Ordinance to Approve the Second Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services**

Department: **Town Attorney, Jim Maloney**
Second Reading: **September 8, 2020**

EXECUTIVE SUMMARY

The Second Amendment to the Amended and Restated Cooperation Agreement (the "Agreement") allows for the Parker Authority for Reinvestment (the "Authority") to fund identified capital projects described in Exhibit A to the Agreement (the "Capital Projects") and for the Town to construct the Capital Projects using the funds provided by the Authority (the "Funds").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Authority plans to borrow the funds necessary to construct the Capital Projects. Under the Agreement, the Authority will provide the Funds to the Town and the Town will use the Funds to construct the Capital Projects. The Town will follow the Town's procurement process and use Town employees in order to contract for the completion of the Capital Projects. The construction contracts associated with the Capital Projects will be subject to Town Council approval.

FINANCIAL IMPACT

The funds necessary for the Capital Projects will be provided by the Authority.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.289.6

RECOMMENDED MOTION

I move to approve Ordinance No. 1.289.6 on first reading and to schedule second reading for September 8, 2020, as part of the consent agenda.

ORDINANCE NO. <u>1.289.6</u>, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT FOR ADMINISTRATIVE SERVICES

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

<u>Section 1</u>. The Town Council of the Town of Parker hereby approves the Second Amendment to the Amended and Restated Cooperation Agreement between the Town of Parker and the Parker Authority for Reinvestment for Administrative Services, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

<u>Section 2</u>. <u>Safety Clause</u>. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

<u>Section 3</u>. <u>Severability</u>. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

<u>Section 4</u>. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

SECOND AMENDMENT TO AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED COOPERATION AGREEMENT (the " Second Amendment") dated as of the ____ day of __________, 2020, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

WHEREAS, the Town is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the Town the Charter;

WHEREAS, the Authority is a body corporate and has been duly organized established and authorized by the Town to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the Town;

WHEREAS, the Town and the Authority entered into that Amended and Restated Cooperation Agreement between the Town of Parker, Colorado, and the Parker Authority for Reinvestment, dated December 4, 2017 (the "Original Restated Cooperation Agreement");

WHEREAS, the Town and the Authority entered into the First Amendment to the Amended and Restated Cooperation Agreement between the Town of Parker, Colorado and the Parker Authority for Reinvestment, dated April 15, 2019 (the “First Amendment”)

WHEREAS, the Authority has determined pursuant to the statutory authorization set forth in C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c) to construct and otherwise provide for public improvements in furtherance of the urban renewal plans for the Parker Central Area and the Cottonwood Area (collectively, the "Capital Projects");

WHEREAS, the Town and the Authority now desire to enter into this Second Amendment to memorialize the relationship between the Town and the Authority regarding the construction of the Capital Projects by the Authority; and

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the Town and the Authority to enter into cooperative agreements such as this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Second Amendment as follows:

1. CAPITAL PROJECTS WITHIN AN URBAN RENEWAL PROJECT AREA

The Town and the Authority desire to have the Authority fund or otherwise provide the Capital Projects more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, pursuant to C.R.S. § 31-25-103(10)(c), and C.R.S. § 31-25-105(1)(c), and seek to utilize the process set forth in this First Amendment.

The Town and the Authority therefore agree the provisions of this Second Amendment shall apply if the Authority approves the funding for the providing of any of the Capital Projects identified in Exhibit A.

The Parties agree that the Authority shall provide the necessary funds for any Capital Project identified on Exhibit A, including necessary soft costs, and said funds shall thereafter be appropriated by the Town for such Capital Projects as more particularly described in the contracts of the Town approving any of the identified Capital Projects. The Town shall use the Town procurement processes and Town employees in order to contract for the completion of the Capital Projects with the segregated funds as set forth herein. The Authority shall have no obligation after providing the funds to the Town to be segregated hereunder for construction of the Capital Projects.

2. The Original Restated Cooperation Agreement and First Amendment have not been amended, except as provided in the Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Amended and Restated Cooperation Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOWN OF PARKER, COLORADO

By: ____________________________________
Mike Waid, Mayor

Attest:

____
Carol Baumgartner, CMC, Town Clerk

PARKER AUTHORITY FOR REINVESTMENT

By: ______________________________________
Mike Waid, Chairman

Attest:

____
Carol Baumgartner, CMC, Authority Clerk

EXHIBIT A

PAR CIP BONDING PROJECTS			CAPITAL TOTAL	2020	2021	2022	2023	2024
PARKER CENTRAL								
Infrastructure	Mainstreet Safety Enhancements and Circulation phase 1 Safety and circulation improvements on Mainstreet between Parker Road and Pine Drive intersections.		**$ 1,500,000**		$ 1,000,000	$ 500,000		
Placemaking	Mainstreet Beautification and Safety Enhancements (Twenty Mile to Dransfeldt) - Streetscape, pedestrian, sidewalk, lighting and landscaping improvements along Mainstreet		**$ 1,500,000**		$ 50,000	$ 1,000,000	$ 450,000	
Placemaking	O'Brien Park Southern edge/Mainstreet improvements Pedestrian and landscape improvements along the southern edge of O'Brien Park adjacent to Mainstreet.		**$ 600,000**		$ 100,000	$ 400,000	$ 100,000	
Infrastructure	Mainstreet and 20 Mile Intersection improvements - Turn lane additions at intersection for improved traffic operations, including 3/4 movement from 20 Mile to Stage Run.		**$ 1,650,000**			$ 150,000	$ 1,500,000	
Placemaking	Pikes Peak Sidewalk improvements on Pikes Peak Drive -TIMING CONCERN: ROW ACQUISITION, UTILITY RELOCATION and LANDSCAPE IMPACTS		**$ 3,000,000**		$ 100,000	$ 2,650,000	$ 250,000	
Placemaking	Mainstreet Northside Sidewalk (T&C Area) Pedestrian improvements and sidewalk widening and landscaping North side of Mainstreet in front of Town and Country Village -TIMING CONCERN: ROW ACQUISITION, UTILITY RELOCATION and LANDSCAPE IMPACTS		**$ 1,500,000**		$ 100,000	$ 1,150,000	$ 250,000	
Infrastructure	Dransfelt widening and improvments from Mainstreet to Pony Express		**$ 3,000,000**			$ 500,000	$ 2,500,000	
	PARKER CENTRAL TOTAL		**$ 12,750,000**	**$ -**	**$ 1,350,000**	**$ 6,350,000**	**$ 5,050,000**	**$ -**
COTTONWOOD								
Infrastructure	Cottonwood Bridge Widening		**$ 8,000,000**	$ 500,000	$ 7,000,000	$ 500,000		
	COTTONWOOD TOTAL		**$ 8,000,000**					

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO 9.74.2 - First Reading** **A Bill for an Ordinance to Approve the Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multijurisdictional Housing Authority By and Among the City of Lone Tree, the Town of Castle Rock, The Town of Parker, the City of Castle Pines and Douglas County**

Department:	**Community Development, Bryce Matthews**
Second Reading:	**September 8, 2020**

EXECUTIVE SUMMARY

In 2003, the Town entered into an Intergovernmental Agreement (IGA) with the City of Lone Tree, Town of Castle Rock and Douglas County to create a multi-jurisdictional housing authority referred to as the Douglas County Housing Authority (the Authority). The City of Castle Pines was incorporated in 2007 after the creation of the Authority. In 2019, Castle Pines requested membership in the Authority.

The proposed IGA amendment would add the City of Castle Pines as a member of the Douglas County Housing Authority. It also includes several updates to the IGA that address obsolete or outdated sections including those related to the Authority's bylaws.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town originally entered into an Intergovernmental Agreement (IGA) with the City of Lone Tree, Town of Castle Rock and Douglas County to create the Douglas County Housing Authority to address workforce housing needs in Douglas County.

The purpose of the Authority is to advance the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing and programs to provide workforce housing opportunities in Douglas County.

The IGA sets forth terms for:

1. Board Membership and the Board of Directors - The Town has and will retain two (2) voting director positions on the Board;
2. Revenues and Contributions - There is no change in the agreed upon member contributions;
3. Powers, Functions and Services of the Authority - There is no significant change in the powers and services of the Authority; and,
4. Other Articles - Language that is considered good practice and/or required by law for these types of IGA's.

The proposed IGA amendment adds the City of Castle Pines as a member of the Douglas County Housing Authority. Castle Pines will have two (2) voting directors and will contribute $35,000 annually subject to budget appropriations. This is the same amount contributed annually by the other municipal members of the Authority including the Town.

FINANCIAL IMPACT

No change.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.74.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.74.2 on first reading and to schedule second reading for September 8, 2020, as part of the consent agenda.

ORDINANCE NO. 9.74.2 , Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY HOUSING AUTHORITY, A MULTIJURISDICTIONAL HOUSING AUTHORITY BY AND AMONG THE CITY OF LONE TREE, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF CASTLE PINES AND DOUGLAS COUNTY

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Amended and Restated Intergovernmental Agreement for the Douglas County Housing Authority, a Multijurisdictional Housing Authority, by and among the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the City of Castle Pines and Douglas County, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY HOUSING AUTHORITY, A MULTIJURISDICTIONAL HOUSING AUTHORITY

W I T N E S S E T H :

WHEREAS, Douglas County, Colorado has experienced rapid growth, and, consequently, the demand for attainable housing has grown to exceed the available supply; and

WHEREAS, there has been a concern expressed by the business community, public officials, and others that there is insufficient workforce housing for workers in Douglas County, Colorado, for example teachers, firefighters, retail, and daycare workers; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs; and

WHEREAS, Colorado Revised Statute ("C.R.S.") 29-1-204.5, as amended (the "Act"), provides for the establishment of a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, and Douglas County, Colorado (collectively, the "Original Members") previously entered into the Establishing Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority (the "Original IGA"), by and among the Original Members, recorded in Douglas County, Colorado on April 2, 2003 at reception number 20030437554, establishing the Douglas County Housing Partnership, a Multijurisdictional Housing Authority (the "Authority") pursuant to the Act, amended by the First Amendment to Establishing Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority (the "Amendment to IGA," together with the Original IGA, the "IGA"), by and among the Original Members, recorded in Douglas County, Colorado on December 17, 2013 at reception number 2013096700; and

WHEREAS, the Original Members desire to amend and restate the IGA to add the City of Castle Pines, Colorado and other changes thereto (this "Agreement");

NOW THEREFORE, the undersigned local government members, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, the City of Castle Pines and Douglas County, Colorado (including any future members of the Authority, the "Members" and each a "Member"), pursuant to the Act, hereby agree as follows:

ARTICLE I

AGREEMENT

The undersigned Members hereby agree to join the Authority as local government members pursuant to this Agreement.

ARTICLE II

NAME

The name of the entity hereby established shall be the "Douglas County Housing Partnership, a Multijurisdictional Housing Authority" (the "Authority").

ARTICLE III

PURPOSE

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; and any other purpose permitted by law.

ARTICLE IV

BOUNDARIES

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

ARTICLE V

ESTABLISHMENT AND ORGANIZATION OF GOVERNANCE

Section 5.01. Governance. The Authority shall be governed by the Board of Directors of the Authority (the "Board"). All power is vested in the Board.

Section 5.02. Board Memberships.

(a) ***Selection of Directors.*** The Board shall initially be comprised of ten directors (including any future directors, each a "Director" and together, the "Directors"). The governing body of each Member of the Authority (the "Member Jurisdiction") shall appoint two Directors to the Board, each Director of whom shall be an elected official of the Member or other designated representative. Two persons shall equally represent each Member Jurisdiction. If new members join the Authority in the future, they shall be represented on the Board by two persons for each Member Jurisdiction, and if a Member withdraws from the Authority, then said jurisdiction will lose its representation, such that the total number of Directors shall correspondingly increase or decrease upon the addition or deletion of Members. Each Member Jurisdiction shall be responsible for identifying its Director(s) to the Board and deciding if it shall be an elected official or designated representative.

(b) ***Selection of Alternate Directors.*** Each Member Jurisdiction may designate in writing two alternate directors (each an "Alternate Director" and together, the "Alternate Directors") that will be allowed to vote by proxy in the event a Director appointed from the same Member is unable to attend a meeting. An Alternate Director may only sit as a voting member of the Board when a Director from the same Member is absent, and such absent Director may, but is not required to, designate in writing, including electronic communication, the Alternate Director as their proxy for such meeting. In the absence of direction from the absent Director, the Chair of the Board may select an Alternate Director from the same Member as the absent Director as the proxy for the absent Director. At all other times, Alternate Directors may sit on the Board but only as non-voting Alternate Directors.

(c) ***Term of Office, Compensation and Filling Vacancies***. The following criteria apply to each Director:

(i) Directors shall serve for a maximum of three, two-year terms.

(ii) Directors may not receive compensation for performing their Board duties. Directors, however, may be reimbursed for documented, actual and reasonable expenses incurred in connection with performing their duties.

(iii) Vacancies on the Board shall be filled by the Member Jurisdiction from which the vacancy arises.

(d) ***Quorum***. A quorum for the transaction of business at any meeting or adjourned meeting of the Board will consist of a majority of the Directors then in office and at least one representative from each Member. Action may be taken only if a quorum has been maintained. In the absence of a quorum, a majority of the Directors present may adjourn or recess the meeting from time to time until a quorum can be reached. Directors may participate in meetings electronically or telephonically by conference call and such participation shall count for purposes of establishing and maintaining a quorum so long as such participation meets the requirements of the Colorado Open Meetings Law, Article 6, Title 24, Part 4, C.R.S, as amended.

(e) ***Voting***. The Board shall have the sole voting power on all matters relating to the Authority. Each Director shall have one vote. Except as otherwise required herein, the Bylaws of the Authority or as otherwise determined by the Board, any matter submitted to a meeting of the Board will be resolved by a majority of the vote of the Directors present. Proxy voting shall be allowed by Alternate Directors as provided in

Section 5.02(b) above. No other proxy voting shall be permitted. In case of an equality of votes, the Chair will have a second or deciding vote.

(f) ***Duties of the Board***. It shall be the duty of the Board to govern the affairs of the Authority and to establish policies of the Authority; to comply with Parts 1, 5, and 6 of Title 29, Article 1 of the C.R.S, as amended; to exercise with due diligence and prudence the purpose and powers set forth herein; and to exercise any other duties established in the Bylaws of the Authority or a resolution of the Board.

(g) ***Officers***. The Board shall be comprised of at least four officers and any other officer appointed or elected by the Board, namely the Chair, Vice-Chair, Secretary, and Treasurer.

(i) The Chair shall be the principal elected officer of the Authority and shall preside at all meetings of the Board and fulfill any other duties as may be established by the Board.

(ii) The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair and fulfill any other duties as may be established by the Board.

(iii) The Secretary will oversee, or cause to be overseen, that the Authority takes and keeps the minutes of meetings of the Board and any committee and fulfill any other duties as may be established by the Board.

(iv) The Treasurer will oversee, or cause to be overseen, that the Authority keeps full and accurate accounts of receipts and disbursements in books belonging to the Authority and fulfill any other duties as may be established by the Board.

The Board shall elect these officers by a two-thirds (2/3) vote of the Directors present at a meeting at which a quorum has been formed.

(h) ***New Members***. New Member local governments must be admitted by a vote of a majority of the Directors present at a meeting at which a quorum is formed and subject to approval by the Member Jurisdiction seeking membership. The Board may establish criteria for new Members, including fees for joining the Authority. New Members shall be granted the same number of Directors on the Board as described above in Section 5.02(a).

ARTICLE VI

REVENUES

(a) Initially revenues received by the Members will be determined as follows: The Authority's primary source of revenue will be the general funds of the Members. The budget of the Authority from the Members is proposed to be two hundred thousand dollars ($200,000.00) per year (the "Total Annual Budget"). The Board may amend the budgeted amount in order to account for operational and programmatic changes in any given year. The funding shall be provided as follows:

Member	**Total Annual Budget**
Douglas County Government	$60,000
Town of Castle Rock	$35,000
Town of Parker	$35,000
City of Lone Tree	$35,000
City of Castle Pines	$35,000
Total Annual Budget	**$200,000**

(b) Funding from each Member shall be subject to annual availability and appropriation by each Member Jurisdiction. In the event that additional Members join the Authority, said new Member shall pay an equal percentage of the Total Annual Budget as the other municipalities, and the percentage provided by the remaining Members shall be reduced proportionally, such that the municipalities pay 70.0% of the Total Annual Budget and 100% of the Total Annual Budget is maintained.

(c) The funding amount and allocation contained in this Article VI may be changed at any time without a written amendment to this Agreement through resolution adopted by an affirmative vote of the majority of the Directors present at a meeting at which a quorum is formed and subject to approval by each Member Jurisdiction.

ARTICLE VII

POWERS AND FUNCTIONS OR SERVICES

Section 7.01. Powers. The general powers of the Authority include the following (the use of any power and responsibility listed below shall be at the discretion of the Board):

(a) to plan, finance, acquire, construct, reconstruct or repair, maintain, manage and operate projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income;

(b) to plan, finance, acquire, construct, reconstruct or repair, maintain, manage and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority;

(c) to make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement establishing the Authority;

(d) to employ agents and employees;

(e) to cooperate with state and federal governments in all respects concerning the financing of housing projects and programs;

(f) to acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

(g) to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of condemnation by the Authority shall occur only with the concurrence of the Member Jurisdiction in which the property for condemnation is located;

(h) levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, according to State law; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the Member Jurisdictions prior to submission for voter approval;

(i) levy, in all the area within the boundaries of the Authority, an ad valorem tax, according to State law; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the Member Jurisdictions prior to submission for voter approval;

(j) to incur debts, liabilities or obligations;

(k) to sue and be sued in its own name;

(l) to have and use a corporate seal;

(m) to fix, maintain and revise fees, rents, security deposits, and charges for functions, services or facilities provided by the Authority;

(n) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purposes;

(o) to exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

(p) to do and perform any acts and things authorized by the Act under, through, or by means of an agent or by contracts with any person, firm or corporation;

(q) to issue revenue or general obligation bonds according to State law and may pledge its revenues and revenue raising powers for the payment of such bonds;

(r) no action by the Authority to establish or increase any tax or development impact fee shall take effect unless first submitted to a vote of the registered electors of the authority in which the tax or development impact fee is proposed to be collected; provided, however, that the use of taxing authority or the imposition of development impact fees by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;

(s) to establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by this section on the same terms as and subject to the same conditions provided in C.R.S. 43-4-605;

(t) to issue conduit revenue bonds and enter into financing agreements, as defined in C.R.S. 29-3-103, with others for the purpose of providing revenues to pay the bonds issued to provide residential facilities within the means of families of low or moderate income (the "Projects"); to lease, sell, or otherwise dispose of any or all of its Projects to others for such revenues and upon such terms and conditions as the Authority may deem advisable; and to grant options to renew any lease or other agreement with respect to a Project and to grant options to buy any Project at such price as the Authority deems desirable; and

(u) to act as an issuing authority, as defined in C.R.S. 24-32-1703, for the purpose of being an assignee or delegate of private activity bond volume cap allocation under the Private Activity Bond Ceiling Allocation Act C.R.S. 24-32-1701, et seq., and take all such actions as are necessary in connection with the management and preservation of any private activity bond volume cap allocations assigned or delegated to the Authority, including the execution of any Internal Revenue Service ("IRS") form without further action of the Members.

Section 7.02. Functions or Services. The functions or services of the Authority will include any of the powers and responsibilities listed in Section 7.01 above. The list is not intended to suggest that all the functions or services should be a part of the work program for the Authority. The type and number of functions will depend upon the direction of the Board, and the capacity of the Authority to engage in particular areas of work.

Section 7.03. Coordination of Fees and Application Processing. The Board may make recommendations for Members and other political subdivisions within the County to establish certain incentives for the development of affordable housing projects that qualify under criteria established by the Board under this Agreement. These incentives may be reviewed annually by the Board and may include, but are not limited to, reductions in applicable fees, expedited approval and permitting, and alternative development regulations. The Members may choose to, and may encourage other political subdivisions within the County to, implement the incentives recommended by the Board.

ARTICLE VIII

STATUS AS POLITICAL SUBDIVISION

The Authority shall be a political subdivision and a public corporation of the State, separate from the parties to this Agreement, and shall be a validly created and existing political subdivision and public corporation of the State, irrespective of whether a contracting Member government withdraws (whether voluntarily, by operation of law, or otherwise) from the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority pursuant to its terms. The Authority has the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in Article 4, Title 43, Part 6, C.R.S., as amended.

ARTICLE IX

OBLIGATIONS OF AUTHORITY

The bonds, notes, and other obligations of such Authority shall not be the debts, liabilities or obligations of the contracting Member governments.

ARTICLE X

INSURANCE

The Authority shall procure and maintain all insurance as required by State law.

ARTICLE XI

PROVISIONS

Section 11.01. Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Section 11.03, below.

Section 11.02. Amendment. This Agreement may be modified or amended only by action of all Member Jurisdictions.

Section 11.03. Termination. This Agreement may be rescinded or terminated by action of all Member Jurisdictions; provided, however, this Agreement may not be rescinded or terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to a governmental entity, nonprofit entity or the Members as determined by the Board, subject to any outstanding liens, mortgages, or other pledges of such General Assets. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

Section 11.04. Withdrawal. Any Member may withdraw from the Authority as of the end of any calendar year by giving written notice to the Authority at least ninety (90) days prior to the end of such calendar year; provided that such withdrawing Member shall pay all of its obligations hereunder to the effective date of its withdrawal.

Section 11.05. Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of moneys duly and lawfully appropriated for the purpose of this Agreement by each party's respective governing body. Each party hereby represents to the other that all moneys necessary to pay that party's obligations set out herein for the project as of the date of execution of this Agreement have been legally appropriated for the purpose of this Agreement.

Section 11.06. Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State. The parties agree to comply with all applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.

Section 11.07. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

Section 11.08. Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Douglas County District Court, State of Colorado.

Section 11.09. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

Section 11.10. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, town councils, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 to 120, C.R.S., as amended, or otherwise available to that party.

Section 11.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

Section 11.12.Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

THEREFORE, IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, COLORADO

By: ___________________________________
Roger A. Partridge, Chair

[S E A L]

ATTEST:

____
Kris Randlett, Clerk to the Board

APPROVED AS TO CONTENT:

____
Douglas J. DeBord, County Manager

APPROVED AS TO CONTENT:

____
Steven E. Koster, Assistant Director of Planning Services

APPROVED AS TO FORM:

____
Carmen N. Jackson Brown, Sr. Assistant

APPROVED AS TO FISCAL CONTENT:

____
Andrew Copland, Director of Finance

CITY OF LONE TREE

By ____________________________________
Jacqueline A. Millet, Mayor

Attest:

____
Jay Robb, City Clerk

TOWN OF CASTLE ROCK, COLORADO, as Assignor

By ____________________________________
Its: Mayor Jason Gray

[SEAL]

ATTEST:

____
Its: Town Clerk Lisa Anderson

Approved as to form:

____
Michael J. Hyman, Town Attorney

TOWN OF PARKER, COLORADO

By ____________________________________
Mike Waid, Mayor

[SEAL]

ATTEST:

____
Carol Baumgartner, Town Clerk

Approved as to form:

____
Town Attorney's Office

CITY OF CASTLE PINES

By ____________________________________
Tera Radloff, Mayor

Attest:

____
Tobi Basile, City Clerk

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	Kristin Hoffmann, Deputy Town Attorney
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 20-040** **A Resolution Approving the Form of Intergovernmental Agreement Regarding Funding and Reimbursement of Public Improvement Costs Among Compark Business Campus Metropolitan District, Belford North Metropolitan District and Belford South Metropolitan District**

Department: **Town Attorney, Kristin Hoffmann**

EXECUTIVE SUMMARY

This resolution approves the form of intergovernmental agreement among Compark Business Campus Metropolitan District, Belford South Metropolitan District and Belford North Metropolitan District, regarding funding and reimbursement of public improvement costs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Section X of the service plans for Belford North Metropolitan District ("BNMD") and Belford South Metropolitan District ("BSMD" and collectively with BNMD, the "Districts"), the Town must approve any proposed intergovernmental agreement prior to execution by the Districts. The Districts are requesting approval of the form of proposed intergovernmental agreement between the Districts and Compark Business Campus Metropolitan District ("CBCMD"). The purpose of the intergovernmental agreement is to provide for reimbursement of the planning, design, funding, and construction of water and sanitary sewer service line extensions by CBCMD, the costs of which will then be reimbursed by the Districts.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 20-040

RECOMMENDED MOTION

I move to approve Resolution No. 20-040, as part of the consent agenda.

RESOLUTION NO. __20-040__, Series of 2020

TITLE: A RESOLUTION APPROVING THE FORM OF INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING AND REIMBURSEMENT OF PUBLIC IMPROVEMENT COSTS AMONG COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT, BELFORD NORTH METROPOLITAN DISTRICT AND BELFORD SOUTH METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 18-030 adopted on March 19, 2018, the Town Council of the Town of Parker (the "Town Council") approved the First Amended and Restated Service Plan (the "South Service Plan") for Belford South Metropolitan District (the "South District").

B. By Resolution No. 18-031 adopted on March 19, 2018, the Town Council approved the Service Plan (the "North Service Plan" and together with the South Service Plan, the "Service Plans") for Belford South Metropolitan District (the "North District" and together with the South District, the "Districts").

C. Pursuant to Section X of the Service Plans, all intergovernmental agreements proposed regarding the subject matter of the Service Plans shall be subject to review and approval by the Town prior to execution thereof by the Districts.

D. The Districts have submitted to the Town a proposed Intergovernmental Agreement Regarding Funding and Reimbursement of Public Improvement Costs (the "Intergovernmental Agreement"), which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

E. Pursuant to state statute, the Town of Parker Municipal Code and the Service Plans, the Town Council has authority to review the proposed Intergovernmental Agreement.

F. The Town Council has reviewed the proposed Intergovernmental Agreement and, based upon the representations of the Districts set forth in the proposed Intergovernmental Agreement, the Town Council has determined to adopt this resolution approving the execution by the Districts of the form of the proposed Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the Districts, including the representations set forth in the proposed Intergovernmental Agreement, the Town Council of the Town of Parker hereby authorizes the Districts to execute the Intergovernmental Agreement in substantially the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Intergovernmental Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Service Plans or any intergovernmental agreement between the Town and the Districts. Further, Town approval herein of the form of the Intergovernmental Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the Districts, all of which plans and agreements, including, without limitation, the Approved Development Plan (as defined in the Service Plans), which remain in full force and effect in accordance with their terms. Town approval herein of the form of the Intergovernmental Agreement shall not be construed as a waiver of any of the Town's rights or remedies under the Service Plans, any intergovernmental agreement between the Town and any of the Districts, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the Intergovernmental Agreement.

RESOLVED AND PASSED effective as of the _____ day of _____________, 2020.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING AND REIMBURSEMENT OF PUBLIC IMPROVEMENT COSTS (Outfall Sewer and Water Line Bore)

This **INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING AND REIMBURSEMENT OF PUBLIC IMPROVEMENT COSTS** (the "Agreement") is made and entered into effective as of the ____ day of ___________________, 2020 (the "Effective Date"), by and between the COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT ("Compark"), BELFORD NORTH METROPOLITAN DISTRICT ("Belford North"), and BELFORD SOUTH METROPOLITAN DISTRICT ("Belford South"), each a quasi-municipal corporation and political subdivision of the State of Colorado (Compark, Belford North and Belford South may be hereinafter collectively referred to as the "Districts;" Belford North and Belford South may be hereinafter collectively referred to as the "Belford Districts").

RECITALS

WHEREAS, the Parties are Title 32 special districts organized for the purposes of providing public improvements and services and are legally empowered under their respective organizational documents and the laws of the State of Colorado, including but not limited to C.R.S. § 29-1-203, to enter into this Agreement;

WHEREAS, pursuant to the provisions of their respective Service Plans, the Parties are authorized to provide public improvements and services necessary to serve the development within their respective boundaries and service areas, which service areas overlap, including but not limited to by providing water and sanitary sewer improvements and services;

WHEREAS, it is anticipated that water and sanitary sewer services necessary for the development of the entirety of the property within the Districts will be provided by Stonegate Village Metropolitan District ("SVMD") through water and wastewater taps and infrastructure provided by one or more of the Parties consistent with the provisions of that certain Amended and Restated Regional Water and Wastewater Service Agreement between SVMD and Compark dated October 11, 2016, as amended from time to time, and certain water and sanitary sewer tap assignments related thereto;

WHEREAS, the Districts understand and agree that in order to provide water and sanitary sewer service and connections to the property within the Districts, it is necessary to undertake the following capital improvement projects:

(a) the construction of a sanitary sewer mainline extension through Compark Filing No. 8, located just west of Happy Canyon Creek, tying into an existing manhole at South Chambers Road and continuing south to E-470, under E-470 and continuing to a temporary terminal manhole located on the east side of Happy Canyon Creek (the "Outfall Sewer");

(b) the bore and construction of a new water line extension under the E-470 public highway, to supply water from the north side of E-470 to the south side, tying into the existing water line in Compark Village Filing No. 3, Lot 2-C on the north side and stubbing in on the south side (the "Water Line Bore");

WHEREAS, the Districts understand and agree that completion of the Outfall Sewer and the Water Line Bore (each a "Project" and together the "Projects") will be of mutual shared benefit to each of the Districts and will allow and/or enhance water and sanitary sewer to the properties within the Districts, but the Projects will benefit each of the Districts to a different extent, and therefore the Districts desire to allocate the costs to complete the Projects among them;

WHEREAS, the Districts mutually desire to facilitate the timely planning, construction and completion of the Project;

WHEREAS, the Belford Districts desire to fund their fair share of the Projects but do not currently have adequate funds to do so;

WHEREAS, Compark is willing to undertake, fund and complete the Projects on the condition that Belford North and Belford South reimburse Compark pursuant to the terms and conditions further set forth herein; and

WHEREAS, the Districts desire to enter into this Agreement in order to set forth their mutual understanding and agreement regarding their cooperative funding and reimbursement of the Projects.

AGREEMENT

NOW THEREFORE, as full consideration for and in furtherance of the goals, intents and purposes of this Agreement, and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

2. Projects. Compark agrees it will undertake the planning, design, funding, construction and completion of the Projects in compliance with all applicable approvals, laws, rules and regulations of all governmental entities having jurisdiction over the Projects, including but not limited the Town of Parker and SVMD.

3. Allocation of Project Costs. The Districts shall be responsible for a share of the costs incurred by Compark to undertake the planning, design, funding, construction and completion of the Projects, including any and all soft costs related thereto (the "Project Costs"), in the following allocations, which allocations are based on the agreed upon benefit of the Projects to each of the Districts:

Outfall Sewer:

Compark:	40% (the "Compark Outfall Sewer Share")
Belford North:	26.4% ("Belford North Outfall Sewer Share")
Belford South:	33.6% ("Belford South Outfall Sewer Share")

Water Line Bore:

Belford North:	44% ("Belford North Water Line Bore Share;" and together with the Belford North Outfall Sewer Share, the "Belford North Share")
Belford South:	56% ("Belford South Water Line Bore Share;" and together with the Belford South Outfall Sewer Share, the "Belford South Share")

Belford North agrees to reimburse Compark for the Belford North Share of the Project Costs, and Belford South agrees to reimburse Compark for the Belford South Share of the Costs, consistent with the provisions of this Agreement. None of the amounts to be reimbursed hereunder will accrue interest.

4. Project Completion; Accounting. Upon completion of the Outfall Sewer and/or the Water Line Bore, Compark shall provide a written report to the Belford Districts detailing the actual costs incurred to complete the applicable Project(s) along with an invoice to Belford North for the applicable Belford North Share and an invoice to Belford South for the applicable Belford South Share. Compark shall provide to the Belford Districts periodic reports regarding progress on the Projects, and shall maintain or cause to be maintained full and complete records of actual costs incurred and funds committed and expended by Compark for actual costs associated with the Projects in accordance with generally accepted accounting principles. The Belford Districts shall have the right to audit Compark's financial records related to the Projects during the term of this Agreement and up to three (3) years thereafter.

5. Reimbursement Obligation. The Districts understand and agree that the Belford Districts do not currently have funds to reimburse Compark the amounts owed hereunder, but that the Belford Districts independently or in coordination with each other anticipate issuing bonds or other financial obligations to fund public improvements and services necessary to serve the properties within the Belford Districts, including but not limited to the Projects (the "Belford Bonds"). Belford North and Belford South shall each in good faith be required to individually reimburse Compark the Belford North Share and the Belford South Share, respectively, as soon as practicable, it being the Districts' mutual intent and understanding that the each of the Belford Districts will reimburse Compark the amounts owed under this Agreement as soon it has sufficient funds to do so, including but not limited to upon issuance of the Belford Bonds; provided, the Districts expressly understand and agree that the Belford Districts' obligations to

reimburse Compark as set forth herein are subject to annual appropriation by each district's respective Board of Directors, does not establish a debt or other multi-fiscal year obligation, and may be made from any legally available funds of the Belford Districts. Further, the Districts agree no specific tax or other funding source is pledged by the Belford Districts to make the reimbursement set forth herein, and that either one of the Belford Districts may reimburse to Compark its share of the Project Costs independent of the other.

6. Project Responsibility. Compark, and not the Belford Districts, shall have full responsibility for the completion of the Projects. Any and all contractors contracted to complete the Projects shall be the contractors and/or agents of Compark only, and shall not be considered or interpreted to be contractors or agents of the Belford Districts.

7. Relationship of the Parties. The Parties shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other than as contracting parties.

8. Term. This Agreement shall be effective as of the Effective Date set forth above and shall terminate upon the reimbursement to Compark of all amounts owed hereunder.

9. No Assignment. No party shall have the right or power to assign this Agreement or any part hereof without the express written consent of the other parties. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void.

10. Amendment. This Agreement may be amended only upon the express written consent of the Districts.

11. Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Districts, the exclusive venue for dispute resolution shall be the District Court for and in Douglas Colorado, Colorado.

12. No Third Party Beneficiaries. This Agreement shall inure to the benefit of, and be binding upon, the Districts and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Districts. No provision in this Agreement is intended to or shall create any rights with respect to the subject matter of this Agreement in any third party or the public.

13. Entire Agreement. This Agreement contains the entire agreement of the Districts with respect to its subject matter and supersedes any and all prior verbal or written agreements.

14. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. Governmental Immunity. The Districts and their respective elected officials, directors, officials, officers, agents, and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate, by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as the same may be amended from time to time.

16. No Liability. No elected official, director, officer, agent or employee of the Districts shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

18. Headings. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not limit or otherwise affect the meaning hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Districts have executed this Agreement effective as of the Effective Date.

COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT

ATTEST:

______________________________ Secretary

______________________________ President

BELFORD NORTH METROPOLITAN DISTRICT

ATTEST:

______________________________ Secretary

______________________________ President

BELFORD SOUTH METROPOLITAN DISTRICT

ATTEST:

______________________________ Secretary

______________________________ President

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 20-041** **A Resolution Assigning and Transferring to Douglas County Housing Partnership all of the Town of Parker's 2020 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith**

Department: **Community Development, Bryce Matthews**

EXECUTIVE SUMMARY

Private Activity Bonds (PABs) are tax-exempt bonds issued by or on behalf of a local or state government to provide financing for IRS qualified projects having a public benefit.
PAB financing may be used for public or private projects such as workforce housing, sewer/water facilities, transportation infrastructure, educational projects, small manufacturing facilities and redevelopment activities.

The State of Colorado receives PAB capacity each year and allocates some of it to local governments including Parker each year. For 2020, the Town has received an allocation of $2,960,733 in PAB capacity. Generally, the Town has three (3) options for the PAB capacity:

1. Take no action by the September 15, 2020 deadline and let the capacity revert back to the state;

2. Rollover and assign the capacity to a qualified project (if the Town had such a project); or

3. Assign the capacity to another eligible issuing entity.

Staff recommends assigning the Town's PAB capacity to the Douglas County Housing Authority consistent with prior years.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Since 2013, the Town Council has given staff direction to assign the Town's PAB capacity to the Douglas County Housing Authority on an annual basis. The Housing Authority uses this allocation to help finance the development of workforce and affordable housing for low and moderate income residents throughout Douglas County. The other municipalities that are members of the Housing Authority have also assigned their PAB capacity to it in past years.

There are three (3) benefits to assigning the Town's PAB capacity to the Douglas County Housing Authority:

1. The funding stays local;

2. The Town has representation on the Douglas County Housing Authority Board and has a say in how the capacity is used; and

3. The Town's capacity will provide another financing tool to support workforce and affordable housing in Douglas County including Parker.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 20-041

RECOMMENDED MOTION

I move to approve Resolution No. 20-041, as part of the consent agenda.

RESOLUTION NO. 20-041, Series of 2020

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2020 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2020, approximately $2,960,733 (the "2020 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2020 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2020 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2020 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed

Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED this _____ day of ________________________, 2020.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), dated this ___ day of ________, 2020, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the "Assignor"), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a multijurisdictional Housing Authority (the "Assignee");

W I T N E S S E T H :

WHEREAS, the Assignor has been awarded $2,960,733 (the "2020 Allocation") of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor's 2020 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), and such bonds will be used only for "projects" as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's 2020 Allocation. The Assignee agrees to use all of the Assignor's 2020 Allocation only for "projects" as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor's 2020 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2020 Allocation to the statewide balance under the Allocation Act, or to assign such 2020 Allocation or a portion thereof to another Assignee.

Section 2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

Section 3. The Assignee hereby accepts the assignment of all of the Assignor's 2020 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this

Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2020 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

TOWN OF PARKER, COLORADO, as Assignor

By: ______________________________
Mike Waid, Mayor

[SEAL]

ATTEST:

____
Carol Baumgartner, Town Clerk

DOUGLAS COUNTY HOUSING PARTNERSHIP, as Assignee

By ______________________________
Its: ______________________________

[SEAL]

ATTEST:

By ______________________________
Its: ______________________________

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	BrieAnna Simon, Associate Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 20-042** **A Resolution Setting the Date for Consideration of the Annexation Ordinance for the Bowey Property for Second Reading on October 5, 2020**

Department: **Community Development, BrieAnna Simon**

EXECUTIVE SUMMARY

The Town of Parker is proposing to annex the property commonly known as the Bowey property. The property is an enclave surrounded by the Town located at the northeast corner of the intersection of Parker Road and Pine Lane. The resolution will set the second reading of the annexation ordinance for October 5, 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Bowey property is located in the Parker Road Corridor south of Parker Adventist Hospital with frontage on Parker Road and Pine Lane. The property is undeveloped with a total area of 48.9 acres in size. It is an enclave that is entirely contained within the boundaries of the Town for a period of not less than three (3) years. The Colorado Municipal Annexation act of 1965 allows municipalities involuntarily to annex enclaves. The Town has an established policy of actively pursuing the annexation of enclaves to rationalize its borders, promote efficient service delivery and ensure orderly growth and development. The Bowey property is located within the Town's Municipal Planning Area and the limits of its Three Mile Plan both of which support the annexation of the property. As such, the proposed enclave annexation is consistent with the Parker 2035 Master Plan and adopted land use policy.

The purpose of Resolution No. 20-042, Series of 2020, is to comply with State statute and set the second reading of the annexation ordinance for the Bowey property for October 5, 2020.

The Town is required by charter to concurrently zone land that is being annexed. The required zoning action is also scheduled for October 5, 2020.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

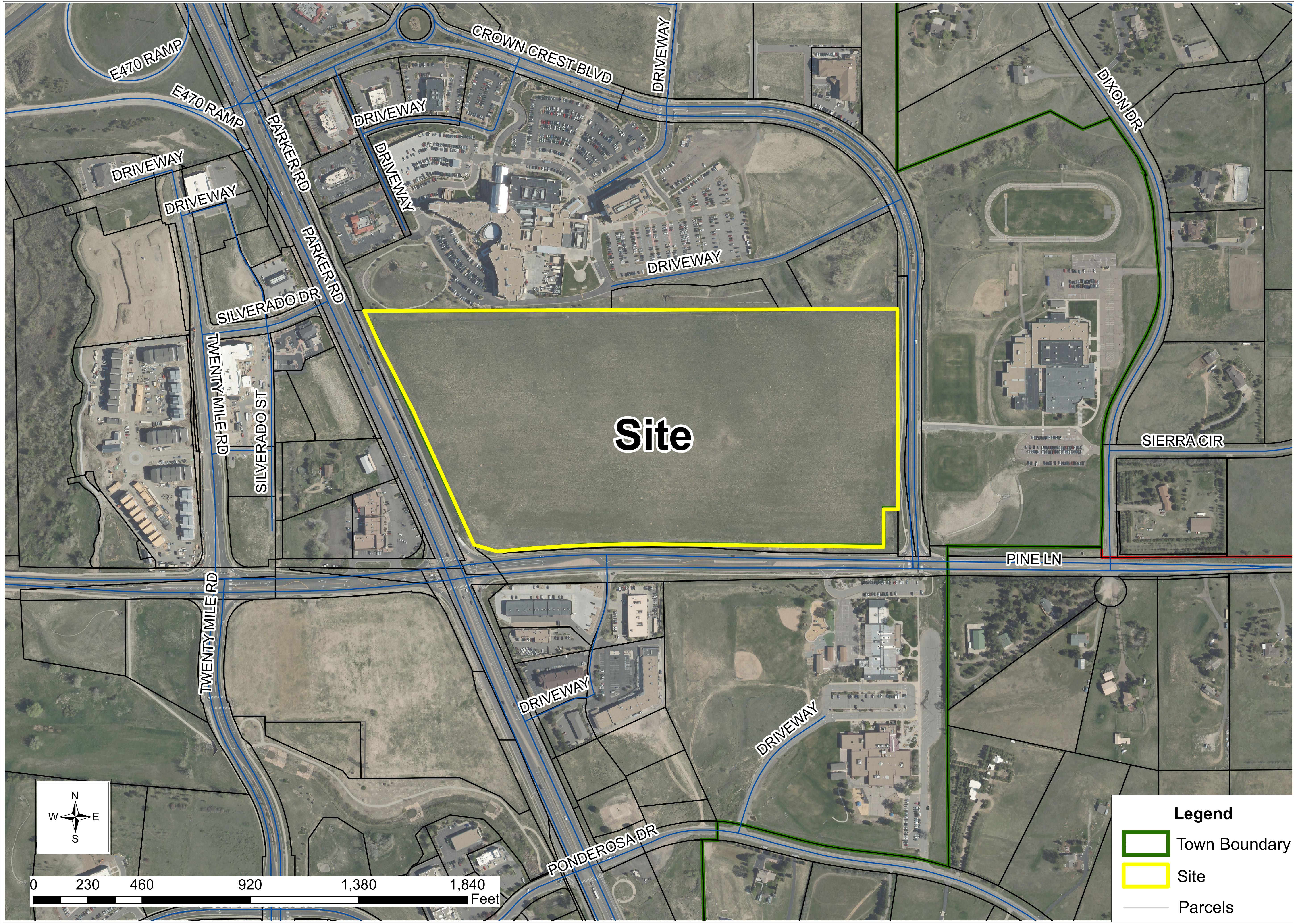
ATTACHMENTS

1. Vicinity Map
2. Resolution No. 20-042

RECOMMENDED MOTION

I move to approve Resolution No. 20-042, as part of the consent agenda.

Bowey Property
Annexation



RESOLUTION NO. 20-042, Series of 2020

TITLE: A RESOLUTION SETTING THE DATE FOR CONSIDERATION OF THE ANNEXATION ORDINANCE FOR THE BOWEY PROPERTY FOR SECOND READING ON OCTOBER 5, 2020

WHEREAS, certain real property commonly known as the Bowey property is located in unincorporated Douglas County and is described in **Exhibit A** attached hereto and incorporated by this reference (the "Bowey Property"); and

WHEREAS, the Bowey Property is entirely contained within the outer boundaries of the Town of Parker, Colorado, and has been surrounded for a period of not less than three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The ordinance to annex the Bowey Property will be considered on second reading by the Town Council on October 5, 2020, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado 80138, to determine if the proposed annexation complies with the Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

RESOLVED AND PASSED this _____ day of ________________________, 2020.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING ALL OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2015022961 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°33'16" EAST, A DISTANCE OF 1, 325.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°29'46" EAST, A DISTANCE OF 434.20 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 875, AT PAGE 652, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 07°17'29" EAST, A DISTANCE OF 326.50 FEET;
2. SOUTH 17°31'59" EAST, A DISTANCE OF 170.70 FEET;
3. SOUTH 09°36'29" EAST, A DISTANCE OF 855.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTH LINE, SOUTH 89°34'02" WEST, A DISTANCE OF 664.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°35'51" WEST, A DISTANCE OF 1,325.06 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 00°17'07" WEST, A DISTANCE OF 1,329.90 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 57.253 ACRES, (2,493,945 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 e. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	Matt Carlson, Business Recruitment Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**First Amendment to Tax and Fee Assistance Program Agreement for Takoda Tavern, L.L.C.**

Department: **Economic Development, Matt Carlson**

EXECUTIVE SUMMARY

The purpose of this Second Amendment to the Tax and Fee Assistance Program Agreement for Takoda Tavern, L.L.C. (the "Agreement") is to add one (1) additional one-year term to the Agreement for the reason that the Town did not appropriate funds to share sales taxes for fiscal year 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town entered into the Agreement with Takoda Tavern, L.L.C., (the "Owner"), on June 18, 2018. Under the Agreement, the Owner will share in sales taxes generated from the new business that were located on the Owner's property, as provided by the Agreement, for five (5), one-year terms. The Agreement further provides that if the Town does not appropriate sufficient funds for any one-year term to share the sales taxes generated by the new business operating on the Owner's property, then the Town shall have no obligation to share sales taxes with the Owner during that one-year term. The Town, for fiscal year 2020, did not appropriate any funds to share the sales taxes generated by the new business operating on the Owner's property, due to potential impacts to the Town's 2020 budget caused by the pandemic emergency. The purpose of this amendment to the Agreement is to add one additional one-year term to the Agreement to replace the one-year term for 2020, due to the Town's decision not to appropriate funds for fiscal year 2020 to share the sales taxes generated by the new business operating on the Owner's property.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Takoda Tavern First Amendment to TAP Agreement

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

FIRST AMENDMENT TO TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR TAKODA TAVERN, L.L.C.

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of ___________, 2020, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Takoda Tavern, L.L.C., a Colorado limited liability company (the "Owner").

RECITALS:

A. The Town and the Owner entered into the Tax and Fee Assistance Program Agreement for the business on June 18, 2018 (the "Agreement").

B. The conditions precedent contained a Paragraph 5 of the Agreement, which was satisfied on or before April 16, 2019, required the Town and the Owner to satisfy the terms and conditions of the Agreement.

C. Paragraph 5 of the Agreement provides that "[i]n the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay the Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year."

D. The Town, for fiscal year 2020 (January 1, 2020, to December 31, 2020), did not appropriate funds to pay Enhanced Sales Taxes, as provided by this Agreement.

E. Paragraph 2.c. of the Agreement provides that "[t]he Owner shall share in Enhanced Sales Taxes derived from the New Business located on the Property . . . for the five (5) one-year terms of this Agreement."

F. For the reason that the Town did not appropriate funds to pay Enhanced Sales Taxes for fiscal year 2020, the Town desires to add one (1) additional one-year term to the Agreement, subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. Paragraph 1.b. of the Agreement is amended to provide as follows:

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the Town's written authorization for the Expanded Business to operate on the Property and shall terminate one (1) year from the date in which the Town issues the written authorization for the Expanded Business to operate on the Property; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to five (5) one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

Section 2. Paragraph 2.c. of the Agreement is amended to provide as follows:

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in the amount of Fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the six (6) one-year terms of the Agreement. The Owner shall also share in building permit fees, which include permit, plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial construction of the Expanded Business on the Property. The amount of the Fee Repayment shall be fifty percent (50%) of the building permit fees, which include permit fees, plan check fees, and construction of use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

Section 3. Paragraph 2.d. of the Agreement is amended to provide as follows:

d. The Enhanced Sales Taxes from the Expanded Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The Fee Repayment will be paid to the Owner upon the construction and installation of the Improvements or the issuance of the certificate of occupancy for the Expanded Business, whichever occurs last. The maximum period of time that this Agreement shall be in effect is six (6) years (commencing on the issuance of the Town's written authorization for the Expanded Business to operate on the Property as described in Paragraph 1.b.) or until the maximum sum of One Hundred Ten Thousand Dollars ($110,000.00) derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

Section 4. Paragraph 2.e. of the Agreement is amended to provide as follows:

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Replacement Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

Section 5. The Town and the Owner acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

IN WITNESS WHEREOF, this First Amendment is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: ______________________________
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

____
James S. Maloney, Town Attorney

OWNER: TAKODA TAVERN L.L.C., a Colorado limited liability company

By: Robert Nobles
Robert Nobles, Manager

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 27 day of July, 2020, by Robert Nobles, as Manager of Takoda Tavern L.L.C., a Colorado limited liability company.

My commission expires: 12/16/2023.

SEAL

DANDAN MCNALLY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194046773
MY COMMISSION EXPIRES 12/16/2023

Dan Dan McNally
Notary Public

REPLACEMENT EXHIBIT E

BASE AMOUNT

YEARS 1 and 3-6

Month #1	$ 3,333.00
Month #2	$ 3,333.00
Month #3	$ 3,333.00
Month #4	$ 3,333.00
Month #5	$ 3,333.00
Month #6	$ 3,333.00
Month #7	$ 3,333.00
Month #8	$ 3,333.00
Month #9	$ 3,333.00
Month #10	$ 3,333.00
Month #11	$ 3,333.00
Month #12	$ 3,333.00
Total Annual Base	$40,000.00

YEAR 2 (No appropriation of funds.)

PARKER
COLORADO

Request for Town Council Action

Date:	August 17, 2020
Submitted By:	Matt Carlson, Business Recruitment Manager
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**First Amendment to Tax and Fee Assistance Program Agreement for Mainstreet Pier LLC**

Department: **Economic Development, Matt Carlson**

EXECUTIVE SUMMARY

The purpose of this Second Amendment to the Tax and Fee Assistance Program Agreement for Mainstreet Pier, LLC (the "Agreement"), is to add one (1) additional one-year term to the Agreement for the reason that the Town did not appropriate funds to share sales taxes for fiscal year 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town entered into the Agreement with Mainstreet Pier, LLC (the "Owner"), on August 20, 2018. Under the Agreement, the Owner will share in sales taxes generated from the new business that were located on the Owner's property, as provided by the Agreement, for five (5), one-year terms. The Agreement further provides that if the Town does not appropriate sufficient funds for any one-year term to share the sales taxes generated by the new business operating on the Owner's property, then the Town shall have no obligation to share sales taxes with the Owner during that one-year term. The Town, for fiscal year 2020, did not appropriate any funds to share the sales taxes generated by the new business operating on the Owner's property, due to potential impacts to the Town's 2020 budget caused by the pandemic emergency. The purpose of this amendment to the Agreement is to add one additional one-year term to the Agreement to replace the one-year term for 2020, due to the Town's decision not to appropriate funds for fiscal year 2020 to share the sales taxes generated by the new business operating on the Owner's property.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Mainstreet Pier First Amendment to TAP Agreement

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

FIRST AMENDMENT TO TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR MAINSTREET PIER, LLC

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of ___________, 2020, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Mainstreet Pier, LLC, a Colorado limited liability company (the "Owner").

RECITALS:

A. The Town and the Owner entered into the Tax and Fee Assistance Program Agreement for the business on August 20, 2018 (the "Agreement").

B. The conditions precedent contained a Paragraph 5 of the Agreement, which was satisfied on or before March 27, 2018, required the Town and the Owner to satisfy the terms and conditions of the Agreement.

C. Paragraph 5 of the Agreement provides that "[i]n the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay the Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year."

D. The Town, for fiscal year 2020 (January 1, 2020, to December 31, 2020), did not appropriate funds to pay Enhanced Sales Taxes, as provided by this Agreement.

E. Paragraph 2.c. of the Agreement provides that "[t]he Owner shall share in Enhanced Sales Taxes derived from the New Business located on the Property . . . for the five (5) one-year terms of this Agreement."

F. For the reason that the Town did not appropriate funds to pay Enhanced Sales Taxes for fiscal year 2020, the Town desires to add one (1) additional one-year term to the Agreement, subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. Paragraph 1.b. of the Agreement is amended to provide as follows:

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the Town's written authorization for the New Business to operate on the Property and shall terminate one (1) year from the date in which the Town issues the written authorization for the New Business to operate on the Property; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to five (5) one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

Section 2. Paragraph 2.c. of the Agreement is amended to provide as follows:

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in the amount of fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the six (6) one-year terms of the Agreement. The Owner shall also share in building permit fees, which include plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial construction of the New Business on the Property. The amount of the Fee Repayment shall be fifty percent (50%) of the building permit fees, which include plan check fees, and construction use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

Section 3. Paragraph 2.d. of the Agreement is amended to provide as follows:

d. The Enhanced Sales Taxes from the New Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The Fee Repayment will be paid to the Owner upon the construction and installation of the Improvements or the issuance of the certificate of occupancy for the New Business, whichever occurs last. The maximum period of time that this Agreement shall be in effect is six (6) years (commencing on the issuance of the Town's written authorization for the New Business to operate on the Property as described in Paragraph 1.b.) or until the maximum sum of Four Hundred Thousand Dollars ($400,000.00) derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

Section 4. Paragraph 2.e. of the Agreement is amended to provide as follows:

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Replacement Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

Section 5. The Town and the Owner acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

IN WITNESS WHEREOF, this First Amendment is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: ______________________________
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

____
James S. Maloney, Town Attorney

OWNER: MAINSTREET PIER, LLC, a Colorado limited liability company

By: ______________________________
Rick Allen Hill, Manager

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30 day of June, 2020, by Rick Allen Hill, as Manager of Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: 07/26/2023.

SEAL

____
Notary Public

STEVE ARANA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194028312
MY COMMISSION EXPIRES 07/26/2023

REPLACEMENT EXHIBIT E

BASE AMOUNT

YEAR 1 (No appropriation of funds.)

YEAR 2

Month #1	$ 550.00
Month #2	$ 550.00
Month #3	$ 550.00
Month #4	$ 550.00
Month #5	$ 550.00
Month #6	$ 550.00
Month #7	$ 550.00
Month #8	$ 550.00
Month #9	$ 550.00
Month #10	$ 550.00
Month #11	$ 550.00
Month #12	$ 550.00
Total Annual Base	$ 6,600.00

YEARS 3 - 6

Month #1	$ 1,500.00
Month #2	$ 1,500.00
Month #3	$ 1,500.00
Month #4	$ 1,500.00
Month #5	$ 1,500.00
Month #6	$ 1,500.00
Month #7	$ 1,500.00
Month #8	$ 1,500.00
Month #9	$ 1,500.00
Month #10	$ 1,500.00
Month #11	$ 1,500.00
Month #12	$ 1,500.00
Total Annual Base	$ 16,800.00

PARKER
COLORADO

Request for Town Council Action

Date: August 17, 2020

Submitted By: Matt Carlson, Business Recruitment Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Second Amendment to Tax and Fee Assistance Program Agreement for Parker Keystone**

Department: **Economic Development, Matt Carlson**

EXECUTIVE SUMMARY

The purpose of this Second Amendment to the Tax and Fee Assistance Program Agreement for Parker Keystone (the "Agreement") is to add one (1) additional one-year term to the Agreement for the reason that the Town did not appropriate funds to share sales taxes for fiscal year 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town entered into the Agreement with Parker & Lincoln Development, LLC (the "Owner"), on April 18, 2016. Under the Agreement, the Owner will share in sales taxes generated from the new businesses that were located on the Owner's property, as provided by the Agreement, for ten (10), one-year terms. The Agreement further provides that if the Town does not appropriate sufficient funds for any one-year term to share the sales taxes generated by the new businesses operating on the Owner's property, then the Town shall have no obligation to share sales taxes with the Owner during that one-year term. The Town, for fiscal year 2020, did not appropriate any funds to share the sales taxes generated by the new businesses operating on the Owner's property, due to potential impacts to the Town's 2020 budget caused by the pandemic emergency. The purpose of this amendment to the Agreement is to add one additional one-year term to the Agreement to replace the one-year term for 2020, due to the Town's decision not to appropriate funds for fiscal year 2020 to share the sales taxes generated by the new businesses operating on the Owner's property.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Parker Keystone Second Amendment to TAP Agreement

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

SECOND AMENDMENT TO TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER KEYSTONE

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this _____ day of ____________, 2020, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Parker & Lincoln Development LLC, a Colorado limited liability company (the "Owner").

RECITALS:

A. The Town and the Owner entered into the Tax and Fee Assistance Program Agreement for new businesses on April 18, 2016 (the "Agreement").

B. The Town and the Owner entered into the First Amendment to the Agreement (the "First Amendment") on March 20, 2017, to extend the deadline described in Paragraph 1.a. of the Agreement to June 30, 2019, subject to the terms and conditions of the First Amendment.

C. The conditions precedent contained a Paragraph 5 of the Agreement, which was performed on June 30, 2019, required the Town and the Owner to satisfy the terms and conditions of the Agreement.

D. Paragraph 5 of the Agreement provides that "[i]n the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay the Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year."

E. The Town, for fiscal year 2020 (January 1, 2020, to December 31, 2020), did not appropriate funds to pay Enhanced Sales Taxes, as provided by this Agreement.

F. Paragraph 2.c. of the Agreement provides that "[t]he Owner shall share in Enhanced Sales Taxes derived from the New Businesses located on the Property . . . for the ten (10) one-year terms of this Agreement."

G. For the reason that the Town did not appropriate funds to pay Enhanced Sales Taxes for fiscal year 2020, the Town desires to add one (1) additional one-year term to the Agreement, subject to the terms and conditions of this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the Second Amendment as follows:

Section 1. Paragraph 1.b. of the Agreement is amended to provide as follows:

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the first certificate of occupancy (temporary or otherwise) for one or more of the New Businesses and the completion of construction of the Improvements in accordance with the plans approved by the Town, which results in the execution of the Certificate of Compliance by the Town and the Owner, and shall terminate one (1) year from the date in which the Certificate of Compliance has been executed by the Town and the Owner; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to ten (10)_additional one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

Section 2. Paragraph 2.b. of the Agreement is amended to provide as follows:

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Seven Thousand Five Hundred Dollars ($7,500.00) in the first one-year term, Fifteen Thousand Dollars ($15,000.00) a year in the third through sixth one-year terms and Seventeen Thousand Five Hundred ($17,500.00) a year for the seventh through eleventh one-year terms (excluding the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

Section 3. Paragraph 2.c. of the Agreement is amended to provide as follows:

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Businesses located on the Property in the amount of Eighty-Five percent (85%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the eleven (11) one-year terms of the Agreement. The Owner shall also share in building permit fees, which include plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial core and shell and the final build out of tenant spaces for the New Businesses on the Property. The amount of the Fee Repayment shall be one hundred percent (100%) of the building permit fees, which include plan check fees, and construction use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

Section 4. Paragraph 2.d. of the Agreement is amended to provide as follows:

d. The Enhanced Sales Taxes from the New Businesses located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in **Exhibit C**. The Fee Repayment will be paid to the Owner upon the execution of the Certificate of Compliance by the Town and the Owner, and proof of payment and lien waivers for the Improvements. The maximum period of time that this Agreement shall be in effect is eleven (11) years (commencing on the date of execution of the Certificate of Compliance by the Town and the Owner as described in Paragraph 1.b.) or until the maximum sum of One Million Four Hundred Thousand Dollars ($1,400,000.00) derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

Section 5. Paragraph 2.e. of the Agreement is amended to provide as follows:

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on Replacement **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

Section 6. The Town and the Owner acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment and this Second Amendment.

IN WITNESS WHEREOF, this Second Amendment is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: ______________________________
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

____
James S. Maloney, Town Attorney

OWNER: PROPERTY OWNER: PARKER & LINCOLN DEVELOPMENT, LLC, a Colorado limited liability company

By: ACD 2013 Fund, LP, Sole Member

By: ACD Fund Manager, LLC, General Partner

By: Armstrong Capital Development, LLC, Sole Member

By: ______________________
Gregory L. Armstrong, Manager

STATE OF COLORADO)
)ss.
COUNTY OF ~~ARAPAHOE~~ DENVER KS)

The foregoing instrument was acknowledged before me this 25th day of June, 2020, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager, LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company.

My commission expires: 4-24-2021.

SEAL

____
Notary Public

KATHRYN F. SORENSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134025240
MY COMMISSION EXPIRES APRIL 24, 2021

REPLACEMENT EXHIBIT E

BASE AMOUNT

YEAR 1

Month #1	$ 625.00
Month #2	$ 625.00
Month #3	$ 625.00
Month #4	$ 625.00
Month #5	$ 625.00
Month #6	$ 625.00
Month #7	$ 625.00
Month #8	$ 625.00
Month #9	$ 625.00
Month #10	$ 625.00
Month #11	$ 625.00
Month #12	$ 625.00
Total Annual Base	$ 7,500.00

YEAR 2 (No appropriation of funds.)

YEARS 3 - 6

Month #1	$ 1,250.00
Month #2	$ 1,250.00
Month #3	$ 1,250.00
Month #4	$ 1,250.00
Month #5	$ 1,250.00
Month #6	$ 1,250.00
Month #7	$ 1,250.00
Month #8	$ 1,250.00
Month #9	$ 1,250.00
Month #10	$ 1,250.00
Month #11	$ 1,250.00
Month #12	$ 1,250.00
Total Annual Base	$ 15,000.00

YEARS 7 - 11

Month #1	$ 1,458.00
Month #2	$ 1,458.00
Month #3	$ 1,458.00
Month #4	$ 1,458.00
Month #5	$ 1,458.00
Month #6	$ 1,458.00
Month #7	$ 1,458.00
Month #8	$ 1,458.00
Month #9	$ 1,458.00
Month #10	$ 1,458.00
Month #11	$ 1,458.00
Month #12	$ 1,462.00
Total Annual Base	$ 17,500.00

PARKER
COLORADO

Request for Town Council Action

Date: August 17, 2020

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.42.1- Second Reading**
A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Motorized Vehicles and Recreational Vehicles

Department: **Town Attorney, Kristin Hoffmann**
Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

The proposed ordinance will amend Chapter 7.03 to allow the use of motor vehicles and recreational vehicles on public property, parks, trails and sidewalks within the Town, by Town Council resolution, and expands the exception for public employees or agents maintaining, repairing or patrolling the properties, to those of special/metropolitan districts and homeowner/business owners associations.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Generally the Town Code does not allow the use of golf carts or off-highway vehicles, such as ATVs, on Town roadways, trails or sidewalks. Homeowners/business owners associations and metropolitan/special districts utilize these vehicles for maintenance activities, such as landscaping and snow removal. Without authorization to utilize Town sidewalks, trails and at-grade crossings, it can be difficult for those maintenance activities to occur.

Colorado state statute allows the Town to authorize and regulate the operation of golf carts and "off-highway vehicles" on its roadways. The Town Municipal Code generally does not allow the use of recreational vehicles on Town property, although there are several exceptions identified in Chapter 7.03.

The proposed ordinance will amend Chapter 7.03 to allow the use of motor vehicles and recreational vehicles on public property, parks, trails and sidewalks within the Town, by Town Council resolution; previously it was only allowed on public property as part of a community event permit. It also expands the exception for public employees or agents maintaining, repairing or patrolling the properties, to those of special/metropolitan districts and homeowner/business owners associations. Finally, subsection (6) provided that the Mayor may issue permits; this has been revised to the Town Administrator or designee.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Ordinance No. 5.06.42.1

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.42.1 on second reading.

ORDINANCE NO. 5.06.42.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 7.03.020 OF THE PARKER MUNICIPAL CODE CONCERNING RESTRICTIONS ON USE OF MOTORIZED VEHICLES AND RECREATIONAL VEHICLES

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Section 7.03.020 of the Parker Municipal Code is amended to read as follows:

7.03.020 Restrictions on use.

(a) It is unlawful for any person to operate any licensed or unlicensed motor vehicle or recreational vehicle, whether registered or unregistered, in any of the following places, unless the property is posted for the specific use of motor vehicles and recreational vehicles as a recreational area:

(1) On any public property within the corporate limits of the Town, unless such operation is specifically authorized by the Town Administrator or designee, as part of a community event under Chapter 10.08 of this Code, or by the Town Council by resolution. This provision is not intended to prevent the operation of motorized vehicles on these properties by a ~~public~~Town, special district, metropolitan district or homeowners/business owners association employee or agent for the purpose of maintaining, repairing or patrolling the properties;

(2) On any property located within the Town and owned or maintained by the County, except upon roadways specifically designated for the operation of motor vehicles, unless such operation is specifically authorized by the County Commissioners or their designee and a permit has been obtained therefor;

(3) On any park land or other property located within the Town and owned or maintained by any recreation or park district, or by any metropolitan district or special district, or homeowners/business owners association, except upon roadways specifically designated for the operation of motor vehicles, unless such operation is specifically authorized by the executive director or association president, or his or her designee, and a permit has been obtained therefor;

(4) On any property or other property located within the Town and owned or maintained by a school district or any college or university, except upon roadways specifically designated for the operation of motor vehicles, except where such operation is specifically authorized by the superintendent or chief executive officer of the school or school district or his or her designee and a permit has been obtained therefor. This prohibition shall not apply to the

movement of school buses or other vehicles duly authorized to be operated or moved in or upon any school grounds;

(5) On any railroad right-of-way;

(6) On any private property within the Town, except by the property owner only, unless the property is conspicuously posted at least every two hundred fifty (250) feet designating the property as a motor vehicle and recreational vehicle area or park. The ~~Mayor or the Mayor's designated representative~~ Town Administrator or designee may issue a permit for such use and may set out rules and regulations for the usage that may be in the best interest of the health, safety and welfare of the users and the citizens of the Town. The permit shall set forth the effective date of the use, hours of the use, the name of the property owner or his or her agent, and any specific conditions attached to the permit. A copy of the order is to be delivered to the Police Department prior to the effective date of the authorization, together with a telephone number where the property owner or his or her agent may be reached on a twenty-four-hour basis;

(7) On any other publicly or privately owned parks, ball fields, recreation areas, bike trails, horse trails, lake areas, easements, sidewalks or areas dedicated to or commonly used for pedestrian traffic, unless such operation is specifically authorized by Town Council resolution.; provided, however, that a children's play vehicle may be operated on any sidewalk adjacent to private property or sidewalks adjacent to any public street that is not a state highway. This provision is not intended to prevent the operation of motorized vehicles on these properties by an employee or agent of the owner, metropolitan district, special district, or homeowners/business owners association for the purpose of maintaining, repairing or patrolling the properties;

(8) On any gulch, dry creek bed, drainage way or one-hundred-year floodplain within the Town. *One-hundred-year floodplain* is that area specifically defined by maps and charts located in the Town Planning Department.

(b) Nothing in this Section is intended to prevent the lawful operation of any motor vehicle or recreational vehicle on any public street, highway or alley in accordance with other applicable ordinances of the Town or statutes of the State.

(c) It is unlawful for any person knowingly to allow the use of his or her property in a manner prohibited by this Section or to allow such use without the proper authorization or permit required by this Section. Each day of use in a manner prohibited by this Section or without a proper authorization or permit shall constitute a separate offense.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2020.

____
Mike Waid, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney